

# SPECIAL CENSUS MEN DID MURRAY'S WORK.

## The Ex-Supervisor of This District Admits He Had No Voice in the Matter of Their Appointment.

## THEY WERE ASSIGNED BY PORTER

Coming from Doremus' Mortgage Division They Acted Practically as the Confidential Men in Porter's Fraud.

The proceedings before the Assembly committee charged with investigating the way in which the census was misused in this city last June were begun when Mr. Porter, in Part 2 of the Special Census report, submitted to the committee, submitted an affidavit of the Herndon, which was incorporated in the evidence as indicative of how the public regarded Superintendent Porter's refusal to let Murray testify.

The editorial reads as follows:—  
Superintendent Porter has suddenly changed his tactics about the census investigation. A week ago he was asked that there was nothing to come, and accordingly directed Superintendent Murray to tell the committee anything they wanted to know. That was candid, straightforward and honest, the position of an officer who feared no inquiry into his official methods.

But now Mr. Porter enjoys secrecy upon his subordinate. It won't do, he evidently thinks, to have the work of his subordinates so closely scrutinized. That discrepancy of two hundred thousand between Porter's returns and the police count will hardly be investigated.

Will this refusal tend to inspire popular confidence in the federal census? Hardly.

THE COMPLAINTS NOT ALL INVESTIGATED.

Mr. Murray was put on the stand, and was again requested to produce the letters and documents sent in his possession which bore upon the taking of the census. He declined to do so.

He was questioned about compelling the citizens to answer personal questions in the schedules—such as to mortgage indebtedness and chronic diseases. Mr. Porter testified before the Congressional Committee last December that there were 2,478 complaints made concerning neglect of the enumerators and the refusal of persons to answer, and that these were corrected. "In fact," Porter said at that time, "we lacked for city errors."

"Did you raise the city with Mr. Porter?" asked Mr. Bartlett of the witness.

"We investigated all the complaints," was the response. But by subsequent questioning it was brought out that "all the complaints" were not investigated, and that, in fact, about two thousand were not the subject of investigation.

The witness said that the men who did the most important work in the census, as previously employed in the Mortgage Division of the Census Bureau, called a supervisor named Doremus, these men were assigned by the authorities in Washington to this special work and to a large extent without Murray having the choice of selection or being allowed anything to do with them. These men received the census schedules from the enumerators, packed them up and sent them to Washington.

A CHURCH CALL ON MR. NOBLE.  
Murray said that upon his trip to Washington, and the demand of the city, had been made by Mr. Noble at the latter's request.

"What did Mr. Noble say about it?" asked Mr. Bartlett.

"Mr. Noble spoke about the Governor's letter," the witness replied.

"What did Mr. Noble say about it?" asked Mr. Bartlett.

"He said he thought it was immaterial," the witness replied.

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# NOT TO BE TRIED BY JURY.

## JUDGE CULLEN DENIES THE MOTION TO FRAME ISSUES IN THE BROOKLYN WATER WORKS SCANDAL.

Judge Cullen decided yesterday in the Supreme Court, Brooklyn, that the action against the Mayor, Comptroller and ex-City Auditor, to restrain them from purchasing the property and franchise of the Long Island Water Supply Company, must be decided by the Court and not by a jury. His decision was on the motion by Lawyer Gaynor, as counsel for William Ziegler, to be allowed to frame issues for trial by a jury.

Mr. Gaynor said that five distinct allegations of fraud were made against the company defendants, allegations of false representations of material facts. Each allegation was taken separately and covered by the questions. Question 3 indicated the theory on which he intended to try the case.

"Did the above mentioned representations, which have been found to be false and made to deceive the defendant officials and the city of Brooklyn, influence and mislead them, or did they, knowing them to be false, act in collusion with the defendant company and its said representatives in arriving at and making the contract to purchase?"

As a matter of discretion, Mr. Gaynor added, issues ought to be proved. There were issues of law to try out, no matter what price was to be paid for the property.

CANNOT GET A FAIR JURY.  
The issues were handed to Justice Cullen, whereupon Mr. Ziegler, counsel for the company, presented affidavits to show that notice had been given in newspapers, violently opposed to the defendant, that resolutions had been passed by the Republican General Committee and by Republican ward organizations, and that it would be impossible to get a fair jury to try the issues.

Before admitting the affidavits Justice Cullen thought the affidavits might be proper on a motion to change the venue, although he did not think they were proper on the present motion to frame issues. Corporation Counsel Jenks, for the officials, in opposing the motion to frame issues, said the plaintiff in the action showed nothing to entitle him to the relief sought, and that the questions as to facts, but the fact that these were questions of fact did not entitle him to the relief sought.

When Mr. Jenks had finished his argument, Mr. Corporation Counsel William C. De Witt said that in thirty years' experience in the city he could not recall one case in which a contract was made to avoid a contract in which issues had been framed for a jury.

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# THIRTY YEARS OF THEIR EQUAL IMPRISONMENT.

## Horatio M. Wilson's Hard Experience with Grasping Relatives Who Make Him Out a Pauper Lunatic.

## HE IS WORTH ABOUT \$20,000.

And He Isn't Insane, Either, but His Support Is Foisted Upon This County Just the Same—Proceedings for His Release.

Proceeding are now under way at Utica to restore to his rights and property a man who although worth \$20,000 and not particularly insane has been confined for over thirteen years on Ward's Island as a pauper lunatic.

There are allegations in the case smacking of such fraud and conspiracy as are not uncommon in other stories of the sort. Whether they are true or not, there is no doubt that Horatio Maine Wilson—that is the man's name—was wrongfully kept a prisoner in the Ward's Island asylum at New York county's expense, while his relatives took possession of the revenues of a fortune amply sufficient to support him.

He might have been in the asylum yet if it had not been for a kindhearted and observant keeper, Joseph J. Sullivan. Improbable as that seems it is well attested by the testimony in the case. One day in January, 1880, he came over to New York and told Lawyer W. Tazewell Fox, of No. 345 Broadway, whom he knew pretty well, that there was a patient in the asylum who was perfectly sane and ought to be released, because he had property which he was not permitted to enjoy.

Mr. Fox had read stories of this kind in novels and elsewhere and took no great stock in it, but Sullivan insisted that this one was entirely true and he knew it. So the lawyer said if the patient would write him some letters he would look into the case.

In the next week Mr. Fox got three or four letters from Horatio Maine Wilson giving a clear, succinct and exact account of himself, his family and the estate of which he was possessed, and even told the very volume and page on which the will by which he got his property would be found recorded at Poughkeepsie.

On this Mr. Fox went to Poughkeepsie, found the records and other facts just as Wilson had told them, and on his return got out a writ of habeas corpus for Wilson's delivery to court. The writ was made returnable on a day in March, 1889, when Wilson's release was opposed before Judge Lawrence by Attorney George M. Weaver, of Utica, who appeared in behalf of Mrs. Mary Hutchinson, Wilson's sister and guardian. Mr. Weaver alleged in his argument that Wilson was really insane, and that for while he was left about \$9,000, his grandmother it had all been spent and there was nothing left.

In spite of this the case took the regular course, and Charles M. West, as referee, and on his report Judge Barrett ordered Wilson's removal from Ward's Island to some place of his own maintenance should be paid out of his estate. Mr. Fox and Mr. Weaver hit upon a home for feeble minded persons at Amityville, S. L., where Wilson is now living.

So much for this part of the story. Now, turning the case over at Poughkeepsie and elsewhere, Mr. Fox and Mr. Weaver hit upon a home for feeble minded persons at Amityville, S. L., where Wilson is now living.

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# THE AFFAIRS OF THE RAILROADS.

## EVIDENCE OF MANIPULATION OF GRAIN RATES BY A TRUNK LINE.

[BY TELEGRAPH TO THE HERALD.]  
CHICAGO, Feb. 14, 1891.—A sensation in Eastern railroad circles is confidently expected next week. There is no doubt whatever that for months past eighty per cent of the grain traffic has been taken to the seaboard at cut rates.

The difficulty has been in finding positive evidence of guilt. To-day this evidence was found in the shape of a written proposition to a prominent shipper from a trunk line, the offering being a cut of two and a half cents hundred on corn. This proof is now in the hands of a Chicago official, who will disclose nothing but the above facts. He is himself in a ludicrous state of uncertainty now that he has caught the parties, and confessed himself with the remark:—"Keep your eyes open next week and you will strike a sensation."

PENNSYLVANIA IRON MUST GET BETTER RATES TO MEET SOUTHERN COMPETITION.

[BY TELEGRAPH TO THE HERALD.]  
CHICAGO, Feb. 14, 1891.—The Pennsylvania iron men have again shown their strong influence by enforcing a reduction in rates of about twenty per cent on the Central Traffic line. The reduction is now in the hands of a Chicago official, who will disclose nothing but the above facts. He is himself in a ludicrous state of uncertainty now that he has caught the parties, and confessed himself with the remark:—"Keep your eyes open next week and you will strike a sensation."

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